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*Attorneys for Plaintiffs
Coach, Inc. and Coach Services, Inc.*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COACH, INC., a Maryland Corporation
COACH SERVICES, INC., a Maryland
Corporation,

)CASE NO. CV 12-07684 SJO (AGRx)

Plaintiffs,
vs.

**[PROPOSED] ORDER RE CONSENT
JUDGMENT INCLUDING A
PERMANENT INJUNCTION AND
VOLUNTARY DISMISSAL OF ACTION
WITH PREJUDICE**

VENETIAN DREAMS, an unknown business entity; ELIAS ALBAHO; an individual; and DOES 1-10, inclusive,

Defendants

[18]

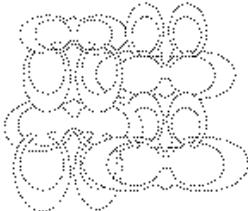
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WHEREAS Plaintiffs Coach, Inc. and Coach Services, Inc. (“Plaintiffs” or “Coach”) and Defendants Venetian Dreams and Elias Albaho (“Defendants”) have entered into a Settlement Agreement and Mutual Release as to the claims in the above reference matter. Defendants, having agreed to consent to the terms below terms, it is hereby **ORDERED, ADJUDGED, and DECREED** as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. § 1331, 1338.

1 2. Coach is the worldwide owner of the trademark “COACH” and various
 2 composite trademarks and assorted design components (collectively “Coach Marks”).
 3 Coach Marks include but are not limited to the following marks:

Mark	U.S. Registration No(s.)	Registration Date
“COACH”	751,493 1,071,000 2,088,706 3,157,972	06/25/1963 08/09/1977 08/19/1997 10/17/2006
	3,413,536	04/15/2008
	3,251,315	06/12/2007
	3,441,671	06/03/2008
	2,252,847 2,534,429	06/15/1999 01/29/2002
	1,309,779 2,045,676 2,169,808	12/18/1984 03/18/1997 06/30/1998
	2,592,963 2,626,565 2,822,318 2,832,589 2,822,629 3,695,290	07/09/2002 09/24/2002 03/16/2004 04/13/2004 03/16/2004 10/13/2009
Signature “C” Logo		

1		3,696,470	10/13/2009
2	Coach "Op Art" Mark		
3			
4			
5		3,012,585	11/08/2005
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10 3. Plaintiffs have alleged that Defendants' purchase and sale of products
 11 which infringe upon the Coach Marks constitutes trademark counterfeiting, trademark
 12 infringement, trade dress infringement, false designations of origin and false
 13 descriptions, federal trademark dilution, trademark dilution under California law, and
 14 unfair competition under California law. Without admitting to liability, Defendants
 15 have agreed to all terms set forth herein.

16 4. Defendants and their agents, servants, employees and all persons in active
 17 concert and participation with them who receive actual notice of this Final Judgment
 18 are hereby permanently restrained and enjoined from infringing upon the Coach
 19 Marks, either directly or contributorily, in any manner, including but not limited to:

20 (a) Manufacturing, importing, purchasing, distributing, advertising,
 21 offering for sale, and/or selling any products which bear designs identical, substantially
 22 similar, and/or confusingly similar to the Coach Marks;

23 (b) Using the Coach Marks or any reproduction, counterfeit, copy or
 24 colorable imitation thereof in connection with the manufacture, importation,
 25 distribution, advertisement, offer for sale and/or sale of merchandise;

26 (c) Passing off, inducing or enabling others to sell or pass off any
 27 products or other items that are not Plaintiffs' genuine merchandise as genuine Coach
 28 merchandise;

(d) Committing any other acts calculated to cause purchasers to believe that Defendants' products are Coach's genuine merchandise unless they are such;

(e) Shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner items falsely bearing the Coach Marks, or any reproduction, counterfeit, copy or colorable imitation thereof; and

(f) Assisting, aiding or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 4(a) to 4(g) above.

5. Plaintiffs and Defendants shall bear their own costs associated with this action.

6. The execution of this Final Judgment shall serve to bind and obligate the parties hereto.

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7. The jurisdiction of this Court is retained for the purpose of making any further orders necessary or proper for the construction or modification of this Final Judgment, the enforcement thereof and the punishment of any violations thereof. Except as otherwise provided herein, this action is fully resolved with prejudice.

IT IS SO ORDERED

DATED: March 19, 2013

S. James Oten

Honorable S. James Otero

United States District Judge